

# **Exhibit D**

## ASSIGNMENT AND ASSUMPTION OF SUBLEASE WITH CONSENT

This Assignment and Assumption of Sublease with Consent (this “**Assignment**”) is entered into effective as of the 16th day of September, 2019 (the “**Effective Date**”), by and between Paradise Petroleum LLC, a Tennessee limited liability company (“**Assignor**”), Kaish, LLC, a Tennessee limited liability company (“**Assignee**”), and Mac’s Convenience Stores, LLC a Delaware limited liability company. (“**Landlord**”).

### RECITALS

A. RI TN 1, LLC, a Delaware limited liability company, as landlord (hereinafter called “**Master Landlord**”), and The Pantry, Inc., a Delaware corporation, as tenant (hereinafter called “**Master Tenant**”), entered into that certain Lease Agreement dated October 13, 2003 (as assigned, the “**Master Lease**”), a complete copy of which is attached hereto as Exhibit A, with respect to that certain real property and improvements, located in Hamilton County, Tennessee, more commonly known as 4011 Ringgold Road, Chattanooga, Tennessee (The Pantry Store #3495) (the “**Premises**”).

B. The Master Tenant merged with and into Circle K Stores Inc., a Texas corporation (“**Circle K**”), by Certificate of Merger, effective September 14, 2015, filed with the Delaware Secretary of State under document number 20150050847, and with the Texas Secretary of State under document number 629597130001.

C. Circle K and Assignor entered into that certain Sublease Agreement (the “**Sublease**”) dated February 13, 2017, a complete copy of which is attached hereto as Exhibit B, pursuant to which Circle K sublet its interest in the Premises to Assignor.

D. Circle K and Landlord entered into that certain Assignment of Lease; Acceptance of Assignment and Assumption of Lease; and Landlord’s Consent to Assignment of Lease, dated for reference March 15, 2017, wherein Circle K assigned its right, title and interest to the Master Lease to Landlord.

E. Master Landlord is the current holder of the landlord-interest in the Master Lease. Landlord is the current holder of the tenant-interest in the Master Lease.

F. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated effective as of May 24, 2019 (as amended, the “**Purchase Agreement**”), pursuant to which Assignor is transferring Assignor’s interest under the Sublease to Assignee.

G. Assignor desires to assign, transfer and convey all of its right, title, interest and obligations in and to the Sublease to Assignee, and Assignee desires to accept such assignment and assume all of Assignor's liabilities, responsibilities, and obligations under the Sublease, upon the terms and conditions set forth herein.

H. Landlord's consent to the assignment of the Sublease is required under the Sublease, and Landlord is willing to consent to the assignment upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, transfers, and assigns to Assignee the entire right, title and interest of Assignor in and to the Sublease as of the Effective Date.

2. Assumption. By its acceptance and execution hereof, Assignee hereby assumes all of the right, title and interest of Assignor under the Sublease and agrees to perform all of the covenants, agreements and obligations of Assignor under the Sublease from and after the Effective Date, but not otherwise. Assignee does not hereby assume and shall not otherwise be responsible for, and Assignor shall retain and remain liable for, any breach of any of the Sublease prior to the Effective Date and any other obligations of Assignor under the Sublease with respect to all periods prior to the Effective Date. Upon assignment of the Sublease to Assignee, and assumption of the Sublease by Assignee, Assignee agrees to indemnify Landlord for any environmental liability that Assignor may have had under the Sublease with respect to the Premises, either prior to or following the assignment hereunder to Assignee. Upon assignment of the Sublease to Assignee, Assignee also agrees to indemnify and hold Assignor harmless from any and all third party claims, liability, loss, damage, fine, penalty or cost (including litigation expenses and costs, and reasonable attorneys fees) sustained by Assignor which is the result of or arises out of Assignee's breach of the terms of the Sublease or its failure to perform all of the covenants, agreements and obligations of Assignor herein and therein.

3. Consent. By its acceptance and execution hereof, and subject to the conditions set forth in this Assignment, Landlord hereby consents to the assignment of Assignor's interest in the Sublease from Assignor to Assignee, and the assumption of Assignor's obligations under the Sublease by Assignee and hereby releases Assignor from further obligation or liability under the Sublease with respect to obligations or liabilities accruing after the Effective Date.

4. Representations and Warranties. Assignor represents and warrants that (i) it is not in default under the Sublease, (ii) no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default by Assignor under the Sublease, (iii) no prepayment of any rent or other charges under the Sublease for more than one (1) month has been made, and (iv) the Sublease has not been modified, amended, supplemented, assigned or otherwise revised.

5. Notice Information. For the purposes of notice requirements set forth in the Sublease, the address of the parties shall be:

Assignor: Paradise Petroleum LLC  
Attn: Mehul Shah  
P.O. Box 475  
Lebo, KS 66856  
Telephone: 816-294-5633  
E-Mail: [kwikstop1.moe@gmail.com](mailto:kwikstop1.moe@gmail.com)

with a copy  
to: Patrick, Beard, Schulman & Jacoway, P.C.  
Attn: John H. Templeton, Esq.  
537 Market Street, Suite 202  
Chattanooga, TN 37402  
[jtempleton@pbsilaw.com](mailto:jtempleton@pbsilaw.com)

Assignee: Kaish, LLC  
Attn: Akbar Bhamani  
4858 Highway 58  
Chattanooga, Tennessee 37416  
Telephone: 615-522-0766  
E-Mail: [hofin786@gmail.com](mailto:hofin786@gmail.com)

with a copy  
to: Wagner & Weeks, PLLC  
Attn: Richard C. Wagner, Esq.  
701 Market St., Suite 310  
Chattanooga, TN 37402  
[rcw@wagnerinjury.com](mailto:rcw@wagnerinjury.com)

Landlord: Mac's Convenience Stores LLC  
4080 W. Jonathan Moore Pike  
Columbus, IN 47201  
Attn: Real Estate  
Fax: 812-314-2010  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

6. Applicable Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Tennessee.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. Power and Authority. Each party hereto represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party is fully empowered and authorized to do so.

9. Multiple Counterparts. This Assignment may be executed in the original in one or more counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one instrument.

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have executed and delivered this Assignment as of the Effective Date.

*[signatures on following pages]*

Witness:

[Signature]  
Print Name: John Templeton

Witness:

[Signature]  
Print Name: Agnesh Shah

“Assignor”

Paradise Petroleum LLC, a Tennessee limited liability company

By: [Signature]  
Name: Mehul Shah  
Title: managing member

STATE OF Tennessee §  
§  
COUNTY OF Hamilton §

The foregoing instrument was acknowledged before me on July 8, 2019, by Mehul Shah, the Managing Member of Paradise Petroleum LLC, a Tennessee limited liability company, on behalf of said limited liability company.

[seal]

[Signature]  
Notary Public, State of TN  
My Commission Expires: 10/5/2021



Witness:

Elida Colon  
Print Name: Elida Colon

Witness:

Allia Eason  
Print Name: Allia Eason

"Assignee"

Kaish, LLC, a Tennessee limited liability company

By: [Signature]  
Name: Akbar Bharmen  
Title: owner

STATE OF Tennessee §  
COUNTY OF Hamilton §

The foregoing instrument was acknowledged before me on August 14, 2019, by Akbar Bharmen the Owner of Kaish, LLC, a Tennessee limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public, State of Tennessee  
My Commission Expires: 2-6-2021



Witness:

Ang Runyan  
Print Name: Ang Runyan

Witness:

Kevin Kirchner  
Print Name: Kevin Kirchner

"Landlord"

Mac's Convenience Stores LLC, a Delaware limited liability company

By: Morten Jensen  
Name: Morten Jensen  
Title: Authorized Representative

STATE OF Indiana §  
COUNTY OF Bartholomew §

The foregoing instrument was acknowledged before me on August 15, 2019, by Morten Jensen, the Authorized Representative of Mac's Convenience Stores LLC, a Delaware limited liability company, on behalf of said limited liability company.

[seal]

Melissa A. Mahoney  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**Exhibit A**

Master Lease  
(see attached)